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|---|------------------------------------|--|--|--|----------|---|------------|
| SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30</i> | | | | 1. REQUISITION NUMBER W68MD9-4196-7277 | | PAGE 1 OF 18 | |
| 2. CONTRACT NO. W912DW-04-P-0316 | | 3. AWARD/EFFECTIVE DATE 30-Jul-2004 | | 4. ORDER NUMBER | | 5. SOLICITATION NUMBER W912DW-04-Q-0133 | |
| 7. FOR SOLICITATION INFORMATION CALL: | | a. NAME SUSAN M VALENZUELA | | | | b. TELEPHONE NUMBER (No Collect Calls) 206-764-6691 | |
| 9. ISSUED BY USA ENGINEER DISTRICT, SEATTLE ATTN: CENWS-CT 4735 EAST MARGINAL WAY SOUTH SEATTLE WA 98134-2329 TEL: 206-764-3772 FAX: 206-764-6817 | | CODE W912DW | | 10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED <input checked="" type="checkbox"/> SET ASIDE: 100 % FOR <input checked="" type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> 8(A) NAICS: 561730 SIZE STANDARD:\$6.0 Million | | 11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) 13b. RATING 14. METHOD OF SOLICITATION <input checked="" type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP | |
| | | | | | | 12. DISCOUNT TERMS NET 30 DAYS | |
| | | | | | | | |
| | | | | | | | |
| 15. DELIVER TO | | CODE | | 16. ADMINISTERED BY | | | |
| SEE SCHEDULE | | | | USA ENGINEER DISTRICT, SEATTLE SUSAN VALENZUELA PH:206-764-6691 FAX: 206-764-6817 SUSAN.M.VALENZUELA@US.ARMY.MIL SEATTLE WA | | | |
| | | | | CODE W912DW | | | |
| 17a. CONTRACTOR/OFFEROR | | CODE 3TFC9 | | 18a. PAYMENT WILL BE MADE BY | | CODE W66KQZ | |
| HIGH COUNTRY SPRAYERS GORDON O. EDWARDS 1995 S 1220 E ELBA ID 83342-8655 TEL. (208) 638-5548 | | FACILITY CODE 3TFC9 | | US ARMY CORPS OF ENGRS FINANCE CENTER CEFC-AO-P 901-874-8556 5722 INTEGRITY DRIVE MILLINGTON TN 38054-5005 | | | |
| <input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER | | | | 18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM | | | |
| 19. ITEM NO. | 20. SCHEDULE OF SUPPLIES/ SERVICES | | | 21. QUANTITY | 22. UNIT | 23. UNIT PRICE | 24. AMOUNT |
| | SEE SCHEDULE | | | | | | |
| 25. ACCOUNTING AND APPROPRIATION DATA | | | | | | 26. TOTAL AWARD AMOUNT (For Govt. Use Only) | |
| See Schedule | | | | | | \$62,500.00 | |
| <input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1. 52.212-4. FAR 52.212-3. 52.212-5 ARE ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED | | | | | | | |
| <input checked="" type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED | | | | | | | |
| 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN. | | | | 29. AWARD OF CONTRACT: REFERENCE <input type="checkbox"/> OFFER DATED . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS: | | | |
| 30a. SIGNATURE OF OFFEROR/CONTRACTOR | | | | 31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) | | 31c. DATE SIGNED | |
| | | | |  | | 04-Aug-2004 | |
| 30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT) | | 30c. DATE SIGNED | | 31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) | | | |
| | | | | SHARON GONZALEZ / CONTRACTING OFFICER TEL: (206) 764-6696 EMAIL: sharon.j.gonzalez@usace.army.mil | | | |

| SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS (CONTINUED) | | | | | PAGE 2 OF 18 | |
|---|------------------------------------|---------------------------------|---|-----------------------|--------------|--|
| 19. ITEM NO. | 20. SCHEDULE OF SUPPLIES/ SERVICES | 21. QUANTITY | 22. UNIT | 23. UNIT PRICE | 24. AMOUNT | |
| | SEE SCHEDULE | | | | | |
| 32a. QUANTITY IN COLUMN 21 HAS BEEN <input type="checkbox"/> RECEIVED <input type="checkbox"/> INSPECTED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____ | | | | | | |
| 32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE | | 32c. DATE | 32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE | | | |
| 32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE | | | 32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE | | | |
| | | | 32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE | | | |
| 33. SHIP NUMBER | 34. VOUCHER NUMBER | 35. AMOUNT VERIFIED CORRECT FOR | 36. PAYMENT | 37. CHECK NUMBER | | |
| <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL | | | <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL | | | |
| 38. S/R ACCOUNT NUMBER | 39. S/R VOUCHER NUMBER | 40. PAID BY | | | | |
| 41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT 41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER | | 41c. DATE | 42a. RECEIVED BY (<i>Print</i>) | | | |
| | | | 42b. RECEIVED AT(<i>Location</i>) | | | |
| | | | 42c. DATE REC'D (YY/MM/DD) | 42d. TOTAL CONTAINERS | | |

Section SF 1449 - CONTINUATION SHEET

NOTES

Web Invoicing System (WInS)

WInS is an optional online invoicing system providing Department of Defense vendors an electronic means of submitting invoices for payment. Vendor registration for WinS is accomplished through the following DFAS website: <https://ecweb.dfas.mil>. At the website click on NEW Account to register and select "USACE" as the payment system name. The payment office code and location is "TO-UFC Millington". To establish an account in WInS, vendors must be registered with the Central Contractor Registration (CCR).

All invoices are to be submitted in accordance with the instructions above, or mailed to:

US ARMY CORPS OF ENGRS FINANCE CENTER
CEFC-AO-P 901-874-8556
5722 INTEGRITY DRIVE
MILLINGTON TN 38054-5005

A copy of all invoices are to be mailed to:

US ARMY CORPS OF ENGINEERS, SEATTLE DISTRICT
ATTN: ELIZABETH DIERICH, PM-EM
PO BOX 3755
SEATTLE, WA. 98124-3755

CF: CONTRACTOR: hcspray@atcnet.net
CENWS-PM-EM, Elizabeth Dierich (COR)
CENWS-EC-TB-SY, Lisa Cass
CENWS-PM-EM, Susan Weber
FILE

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|-------------------|----------|----------|-------------|-----------------|
| 0001 | | 1 | Lump Sum | \$62,500.00 | \$62,500.00 NTE |

2-SEASON NOXIOUS WEED CONTROL

FFP

Provide all labor, materials and equipment necessary for Spraying/Removing Noxious Weeds from the Bunker Hill Superfund Site - Hillside Revegetation Project in accordance with the Statement of Work dated July 19, 2004 as incorporated herein. Service Wage Determination No. 1994-2159 Rev. 22 Dated 03/08/2004 is applicable to this solicitation and pending award.

RATE:

| UNIT | QUANTITY | UNIT PRICE | AMOUNT |
|------|----------|------------|--------|
|------|----------|------------|--------|

| | | | |
|------|-----|----------|-------------|
| ACRE | 250 | \$250.00 | \$62,500.00 |
|------|-----|----------|-------------|

Partial Payments Authorized based on Actual Acres Treated.

Government will only pay for actual acres treated.

PURCHASE REQUEST NUMBER: W68MD9-4196-7277

| | |
|---------|-------------|
| NET AMT | \$62,500.00 |
|---------|-------------|

| | |
|-----------------------|-------------|
| ACRN AA Funded Amount | \$62,500.00 |
|-----------------------|-------------|

FOB: Destination

STATEMENT OF WORK

Bunker Hill Superfund Site: Hillside Revegetation Project Spraying / Removing Noxious Weeds

Statement of Work (SOW)

July 19, 2004

1.0 General Information

1.1 Scope of Services. This project is for the spraying and removing of noxious weeds on select locations on the Bunker Hill Hillside during the summer of 2004 and spring of 2005. The purpose of this statement of work is to define what the scope of work is for the Contractor and what the expectations the Government has for this effort.

1.2 Site History. The Bunker Hill Superfund Site is a 21 square mile area located in Shoshone County, Idaho. The sources of contamination are related to the Bunker Hill Mine Complex, a major producer of lead and zinc ore, as well as tailings from areas that have been mined upstream of the site. The Complex included a milling and concentrating operation, a lead smelter, an electrolytic zinc plant, a phosphoric acid and phosphate fertilizer plant, two sulfur plants, and a cadmium plant. Various portions of the facility had been in operation for almost 100 years. In 1981 most operations at the complex were discontinued.

1.3 Location. The Contractor is advised that the Bunker Hill Hillside is in a remote location and much of the site is inaccessible by land-based equipment. The site terrain consists of non-maintained, primitive roads with steep slopes of rocky, talice hillside. Stumps, rocks, and/or other debris may be present in and around the areas.

1.4 Safety. Due to the safety hazards present at the Superfund site, there are special requirements that shall be maintained by the Contractor in accordance with the Corps of Engineers Health & Safety Manual, date November 3rd 2003 in EM385-1-1. The Contractor can contact the COR with inquiries or to receive additional information upon award. All crewmembers shall be informed of conditions of lead contamination present in the soil and throughout the site. The professional quality, safety and the coordination of all services are the Contractor's responsibility.

2.0 Government Furnished Property

2.1 The Government will NOT furnish any equipment or facilities for the spraying or removal of noxious weeds in this contract.

2.2 The Government will furnish approximately 10 tons of solid, pellet-formed BIOSOL TM fertilizer.

3.0 Contractor Furnished Property

3.1 The Contractor shall provide personnel, management, supplies, equipment (in good working condition) and any other items and services necessary to perform this scope of work. The Contractor & crewmembers shall be certified with necessary licensing for applying chemical sprays and noxious weed plant removal present on the site. Larger crews, consisting of 10-20 crewmembers, shall cover the larger tracts of the site to expedite spraying and ensure 100% coverage with shorter elapses between spraying sessions.

3.2 The Contractor shall furnish and use the appropriate equipment to spray and remove all noxious weeds. Noxious weeds shall be sprayed/removed using mechanical methods, using either hand equipment or large machinery, or preferably some combination thereof.

3.3 The Contractor shall furnish and use equipment that is flexible to accommodate the variable terrain of non-maintained, primitive roads with steep slopes of rocky, talice hillsides. If Contractor uses ATV transportation, helmet use is required.

3.4 The use of tracked equipment and/or other equipment that causes soil disturbance will be prohibited from these locations to minimize soil disturbance. Prohibition of using this type of equipment will be indicated in site description(s) and/or with location maps of specific sensitive areas. Excavator/dozer type equipment may not be used under this contract. All equipment and application methods are subject to the approval of the COR.

4.0 Specification and Specific Tasks

4.1 The Contractor shall locate and mark spraying locations on the site with stakes and/or flagging prior to execution of this work. Spraying/removal shall not begin until the COR has inspected and approved locations for application.

4.2 The Contractor shall finish each project area before moving onto the next project area to avoid having multiple areas in various phases of completion. The Contractor may only enter approved areas and must report to the Project Trailer Office located on site upon entering and departing any project location.

4.3 The following noxious weeds have been identified on the site and shall be sprayed: Knapweed (*Centaurea species*), Hawkweed (*Hieracium species*), Dalmatian Toad-flax (*Linaria species*) and Thistles (*Cirsium species*). The Corps of Engineers Quality Assurance Team Member shall be notified of any additional noxious weeds identified by the Contractor and/or the crewmembers. The Contractor shall monitor scheduling of spraying to ensure 100% herbicide spraying throughout the entire site.

4.4 It is the Contractor's responsibility to spray/remove noxious weeds within the boundary of the project location. All woody debris that is accumulated throughout the duration of the project will be taken off site and disposed of by the Contractor.

4.5 Redeem R&P Herbicide, the water dilutable herbicide concentrate, is the preferred herbicide to be sprayed through aerial application on the site. Redeem R&P contains 2.25 and 0.75 pounds ai per gallon of triclopyr and clopyralid. The Contractor shall apply 2.0-3 pts per acre of Redeem R&P to the noxious weeds. Surfactant shall also be added per manufacturer's recommendation. Before spraying, the Contractor shall calibrate equipment to ensure precise application and economical use of herbicide. After mixing, agitation of the spray solution is not required.

4.6 The Contractor and crewmembers shall keep spraying equipment high enough to clear foliage and provide suitable coverage, but low enough to minimize the chance of drift. It is essential to maintain constant sprayer pressure and to apply an adequate total spray volume to ensure good coverage. Foam markers are recommended to avoid skips in spray coverage or excessive overlaps.

4.7 Spraying shall occur only on noxious weeds present on site. All herbicide application shall not contact foliage, green bark of desirable trees, or exposed roots/suckers of desirable species. Chemical sprays shall avoid waterways and be sensitive to potential

drift around the open waterways throughout aerial spraying. Some project locations may be composed of higher quality habitats that host desirable plant and animal species.

4.8 All work shall be performed under favorable weather and soil moisture conditions as determined by local practice.

4.9 In additional areas to be indicated by the COR in the field, the Contractor shall spray approximately 10 tons of Government furnished solid, pellet-formed BIOSOL fertilizer.

5.0 Terrain

5.1 The Contractor shall use caution and care when working in and around the site locations. All roadways, terraces and slopes that lie within the project boundary are potential locations for noxious weed spraying and removal. Many of the locations require manual deployment of workers required to hike steep terrain. It is recommended that herbicides be applied through weed control canes in areas such as these. Canes are basically hollow tubes containing concentrated herbicide, the application of which is controlled through a wick at the base of the cane. The herbicide is applied by touching the target plant with the wick. The high concentration of herbicide means less water is used and therefore the technology requires fairly low amounts of applied material. The cane helps to further reduce the labor effort during application.

5.2 Noxious weeds have been identified in Deadwood, Government and Grouse Gulches. Deadwood Gulch has had the highest percentage of total noxious weeds. More than half of the weeds sited were on high elevation east-facing slopes and on the downslope of the Silver Mountain Road. Many of these areas described have lower plant coverage resulting in a greater spread of noxious weeds.

5.3 All roadways shall be sprayed along roadway edge to an offset of 4' where noxious weeds are present. All roadways shall be sprayed on site South of McKinley between the Mine Haul Road to the East and the Ridge between Government and Grouse Gulch to the West. The Southern Boundary shall be defined as the tree line below the Silver Mountain road.

5.4 Noxious weeds that are present beyond 4' from roadway edge and in Hillside terraces shall be sprayed with cane method application directly upon weed base. Crewmembers shall walk terraces to treat weeds encountered, ensure 100% cane method application and monitor weed presence after application.

5.5 The areas indicating known colonies of noxious weeds and demarcating all Gulches within the site boundary for spraying/removal are shown in the attached location map. Additional maps shall be provided upon award.

6.0 Submittal Requirements

6.1 The Contractor shall maintain daily logs for a Weekly report to include quantities, product used & hours of labor. Unforeseen delays due to inclement weather shall be documented.

6.2 A Final Summary Report shall contain an accurate, up-to-date account of all work completed during the month and be submitted to the USACE Quality Assurance Representative. It shall also include tasks completed to include, but not limited to, the following: 1) areas and acreages that have received brush removal and 2) problems/issues that may have occurred during the season.

7.0 Schedule

7.1 The first season of spraying and removing shall be completed within 60 calendar days from the notice to proceed date. All first season work shall be completed before the advent of the rains in the fall season. The second season of spraying and removing shall begin after winter snowmelt in the spring of 2005 and upon first indication of noxious weed emergence. The Contractor is authorized to work seven days a week.

7.2 The Contractor shall identify a per acre unit cost for base items in bid schedule provided. There are approximately 1,088 acres of total perimeter of the site. The Contractor shall identify unit costs of acreages for mechanical method spray application and acreage using manual methods i.e. cane method application. For the purposes of bid preparation, a site visit is recommended.

8.0 Payment

8.1 Tentative acceptance of work delivered in any installment will be the basis for estimating partial payments for completed work but shall not be construed as final acceptance. The contractor shall correct work tentatively accepted but proven by subsequent inspection to be not acceptable. Final acceptance of the work will not be made until all work under the task order has been delivered and found to be acceptable.

8.2 Payment requests shall be submitted to the Seattle District COR once each month. The requests shall be mailed to:

Department of the Army, Seattle District
ATTN: NWS-PM-EM (Elizabeth Dierich)
P.O. Box 3755
Seattle, Washington 98124-3755

9.0 Project Coordinator and/or Manager

USACE Seattle District Project Manager. The USACE Project Manager for this project is Lisa Cass, Seattle District, telephone number 206-764-3674, FAX 206-764-3706. Any questions regarding the work under this contract should be directed to Ms. Lisa Cass.

USACE Seattle District Program Manager. The USACE COR for this project is Mrs. Elizabeth Dierich, Seattle District, telephone number 206-764-3265, FAX 206-764-3706.

USACE Eastern Environmental Resident Engineer & COR. The Resident Engineer Program Manager at the Eastern Environmental Office is Mr. Richard Fink, telephone number 208-762-5915 (222) and FAX number 208-762-5905.

USACE Eastern Environmental Quality Assurance Representative. The Quality Assurance Representative at Project Trailer Kellogg Office is Mr. Paul Erickson, telephone number 208-208-762-5915 (224) and FAX number 208-762-5905.

Contractor Project Coordinator or Manager. The Contractor shall appoint a project coordinator or manager to serve as a single point of contact and liaison between the Contractor and the COR and/or his representative(s) for all work required under the contract. Upon award of the contract, the Contractor shall immediately furnish the name of the designated individual to the COR, in writing. The project coordinator or manager will be responsible for the complete coordination of all work developed under the contract. All work will be accomplished with adequate internal controls and review procedures, which will eliminate conflicts, errors and omissions and ensure technical accuracy.

10.0 General Provisions

10.1 An evaluation of contractor performance will be prepared at completion of the report and be kept on file for six years. **If it is found that the contractor is not performing within the Scope of Work and interim evaluation may be warranted at which time the contractor will have the opportunity to address and make the necessary corrections. Depending on the severity of the problem, an unsatisfactory performance rating may be given.**

10.2 The Contractor shall not proceed or initiate any work prior to receipt of approval by the Contracting Officer/COR. Any work done without being directed to do so by the Contracting Officer/COR shall be at the contractor's own risk.

DRAWINGS

There are two drawings that will be attached as separate PDF documents to this solicitation.

1. Site Plan – Noxious Weed Spraying/Removal Locations
2. Figure 10 – Noxious Weeds Colonies on the Hillsides

CLAUSES INCORPORATED BY REFERENCE

| | | |
|--------------------|--|----------|
| 52.212-4 | Contract Terms and Conditions--Commercial Items | OCT 2003 |
| 252.204-7004 Alt A | Required Central Contractor Registration Alternate A | NOV 2003 |

CLAUSES INCORPORATED BY FULL TEXT

Successor Contracting Officers (52.201-4001)

The Contracting Officer who signed this contract is the primary Contracting Officer for the contract. Nevertheless, any Contracting Officer assigned to the Seattle District and acting within his/her authority may take formal action on this contract when a contract action needs to be taken and the primary Contracting Officer is unavailable.

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (JUN 2004)

(a) The Contractor shall comply with the following Federal **Acquisition Regulation** (FAR) clause, which is incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items: 52.233-3, Protest after Award (AUG 1996) (31 U.S.C. 3553).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: (Contracting Officer check as appropriate.)

___ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (JUL 1995), with Alternate I (OCT 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).

___ (2) 52.219-3, Notice of HUBZone Small Business Set-Aside (Jan 1999) (U.S.C. 657a).

___ (3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 1999) (if the offeror elects to waive the preference, it shall so indicate in its offer) (U.S.C. 657a).

___ (4) (i) 52.219-5, Very Small Business Set-Aside (JUNE 2003) (Pub. L. 103-403, section 304, Small Business Reauthorization and Amendments Act of 1994).

___ (ii) Alternate I (MAR 1999) to 52.219-5.

___ (iii) Alternate II to (JUNE 2003) 52.219-5.

___ (5)(i) 52.219-6, Notice of Total Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).

___ (ii) Alternate I (OCT 1995) of 52.219-6.

- ___ (iii) Alternate II (MAR 2004) of 52.219-6.
- ___ (6)(i) 52.219-7, Notice of Partial Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).
- ___ (ii) Alternate I (OCT 1995) of 52.219-7.
- ___ (iii) Alternate II (MAR 2004) of 52.219-7.
- ___ (7) 52.219-8, Utilization of Small Business Concerns (MAY 2004) (15 U.S.C. 637 (d)(2) and (3)).
- ___ (8)(i) 52.219-9, Small Business Subcontracting Plan (JAN 2002) (15 U.S.C. 637(d)(4)).
- ___ (ii) Alternate I (OCT 2001) of 52.219-9
- ___ (iii) Alternate II (OCT 2001) of 52.219-9.
- ___ (9) 52.219-14, Limitations on Subcontracting (DEC 1996) (15 U.S.C. 637(a)(14)).
- ___ (10)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (JUNE 2003) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).
- ___ (ii) Alternate I (JUNE 2003) of 52.219-23.
- ___ (11) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (OCT 1999) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- ___ (12) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (OCT 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- ___ (13) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (May 2004).
- X (14) 52.222-3, Convict Labor (JUNE 2003) (E.O. 11755).**
- ___ (15) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (Jun 2004) (E.O. 13126).
- ___ (16) 52.222-21, Prohibition of Segregated Facilities (FEB 1999).
- X (17) 52.222-26, Equal Opportunity (APR 2002) (E.O. 11246).**
- X (18) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212).**
- X (19) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793).**
- ___ (20) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212).
- ___ (21)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (AUG 2000) (42 U.S.C. 6962(c)(3)(A)(ii)).
- ___ (ii) Alternate I (AUG 2000) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).
- ___ (22) 52.225-1, Buy American Act--Supplies (JUNE 2003) (41 U.S.C. 10a-10d).
- ___ (23)(i) 52.225-3, Buy American Act--Free Trade Agreements--Israeli Trade Act (JAN 2004) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, Pub. L. 108-77, 108-78).

___ (ii) Alternate I (JAN 2004) of 52.225-3.

___ (iii) Alternate II (JAN 2004) of 52.225-3.

___ (24) 52.225-5, Trade Agreements (Jun 2004) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

___ (25) 52.225-13, Restrictions on Certain Foreign Purchases (OCT 2003) (E.o.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of Treasury).

___ (26) 52.225-15, Sanctioned European Union Country End Products (FEB 2000) (E.O. 12849).

___ (27) 52.225-16, Sanctioned European Union Country Services (FEB 2000) (E.O. 12849).

___ (28) 52.232-29, Terms for Financing of Purchases of Commercial Items (FEB 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

___ (29) 52.232-30, Installment Payments for Commercial Items (OCT 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

X ___ (30) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (OCT 2003) (31 U.S.C. 3332).

___ (31) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (MAY 1999) (31 U.S.C. 3332).

___ (32) 52.232-36, Payment by Third Party (MAY 1999) (31 U.S.C. 3332).

___ (33) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).

___ (34)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (APR 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631).

___ (ii) Alternate I (APR 1984) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: [Contracting Officer check as appropriate.]

X ___ (1) 52.222-41, Service Contract Act of 1965, as Amended (MAY 1989) (41 U.S.C. 351, et seq.).

___ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

___ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act--Price Adjustment (Multiple Year and Option Contracts) (MAY 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

___ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act--Price Adjustment (February 2002) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

___ (5) 52.222-47, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreements (CBA) (May 1989) (41 U.S.C. 351, et seq.).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records--Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) (1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in paragraphs (i) through (vi) of this paragraph in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause--

(i) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (April 2002) (E.O. 11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (December 2001) (38 U.S.C. 4212).

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (June 1998) (29 U.S.C. 793).

(v) 52.222-41, Service Contract Act of 1965, as Amended (May 1989), flow down required for all subcontracts subject to the Service Contract Act of 1965 (41 U.S.C. 351, et seq.).

(vi) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (April 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor May include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.arnet.gov/far>
<http://www.farsite.hill.af.mil>

(End of clause)

SERVICE WAGE DETERMINATION

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WAGE DETERMINATION NO: 94-2159 REV (22) AREA: ID,STATEWIDE

WAGE DETERMINATION NO: 94-2159 REV (22) AREA: ID,STATEWIDE

REGISTER OF WAGE DETERMINATIONS UNDER | U.S. DEPARTMENT OF LABOR

FOR OFFICIAL USE ONLY BY FEDERAL AGENCIES PARTICIPATING IN MOU WITH DOL

WASHINGTON D.C. 20210

| | | |
|-----------------|---------------------|-----------------------------------|
| William W.Gross | Division of | Wage Determination No.: 1994-2159 |
| Director | Wage Determinations | Revision No.: 22 |
| | | Date Of Last Revision: 03/08/2004 |

State: Idaho

Area: Idaho Statewide

****Fringe Benefits Required Follow the Occupational Listing****

| OCCUPATION CODE - TITLE | MINIMUM WAGE RATE |
|---|-------------------|
| 01000 - Administrative Support and Clerical Occupations | |
| 01011 - Accounting Clerk I | 9.28 |
| 01012 - Accounting Clerk II | 10.72 |
| 01013 - Accounting Clerk III | 12.07 |
| 01014 - Accounting Clerk IV | 13.18 |
| 01030 - Court Reporter | 18.73 |
| 01050 - Dispatcher, Motor Vehicle | 15.46 |
| 01060 - Document Preparation Clerk | 10.83 |
| 01070 - Messenger (Courier) | 9.49 |
| 01090 - Duplicating Machine Operator | 10.83 |
| 01110 - Film/Tape Librarian | 10.47 |
| 01115 - General Clerk I | 9.18 |
| 01116 - General Clerk II | 10.33 |
| 01117 - General Clerk III | 11.34 |
| 01118 - General Clerk IV | 12.46 |
| 01120 - Housing Referral Assistant | 12.98 |
| 01131 - Key Entry Operator I | 10.43 |
| 01132 - Key Entry Operator II | 11.43 |
| 01191 - Order Clerk I | 9.96 |
| 01192 - Order Clerk II | 10.93 |
| 01261 - Personnel Assistant (Employment) I | 9.85 |
| 01262 - Personnel Assistant (Employment) II | 10.94 |
| 01263 - Personnel Assistant (Employment) III | 12.18 |
| 01264 - Personnel Assistant (Employment) IV | 13.52 |
| 01270 - Production Control Clerk | 16.64 |
| 01290 - Rental Clerk | 10.03 |
| 01300 - Scheduler, Maintenance | 10.54 |
| 01311 - Secretary I | 10.54 |
| 01312 - Secretary II | 12.18 |
| 01313 - Secretary III | 12.98 |
| 01314 - Secretary IV | 14.41 |

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|--|-------|
| 01315 - Secretary V | 15.99 |
| 01320 - Service Order Dispatcher | 14.27 |
| 01341 - Stenographer I | 16.25 |
| 01342 - Stenographer II | 18.06 |
| 01400 - Supply Technician | 14.41 |
| 01420 - Survey Worker (Interviewer) | 8.97 |
| 01460 - Switchboard Operator-Receptionist | 9.75 |
| 01510 - Test Examiner | 11.69 |
| 01520 - Test Proctor | 11.69 |
| 01531 - Travel Clerk I | 9.79 |
| 01532 - Travel Clerk II | 10.27 |
| 01533 - Travel Clerk III | 11.14 |
| 01611 - Word Processor I | 11.67 |
| 01612 - Word Processor II | 12.04 |
| 01613 - Word Processor III | 12.78 |
| 03000 - Automatic Data Processing Occupations | |
| 03010 - Computer Data Librarian | 9.70 |
| 03041 - Computer Operator I | 10.19 |
| 03042 - Computer Operator II | 13.12 |
| 03043 - Computer Operator III | 15.33 |
| 03044 - Computer Operator IV | 17.87 |
| 03045 - Computer Operator V | 18.89 |
| 03071 - Computer Programmer I (1) | 16.02 |
| 03072 - Computer Programmer II (1) | 20.80 |
| 03073 - Computer Programmer III (1) | 24.13 |
| 03074 - Computer Programmer IV (1) | 27.62 |
| 03101 - Computer Systems Analyst I (1) | 22.13 |
| 03102 - Computer Systems Analyst II (1) | 25.82 |
| 03103 - Computer Systems Analyst III (1) | 27.62 |
| 03160 - Peripheral Equipment Operator | 11.17 |
| 05000 - Automotive Service Occupations | |
| 05005 - Automotive Body Repairer, Fiberglass | 15.72 |
| 05010 - Automotive Glass Installer | 13.21 |
| 05040 - Automotive Worker | 13.06 |
| 05070 - Electrician, Automotive | 13.39 |
| 05100 - Mobile Equipment Servicer | 10.67 |
| 05130 - Motor Equipment Metal Mechanic | 14.69 |
| 05160 - Motor Equipment Metal Worker | 13.06 |
| 05190 - Motor Vehicle Mechanic | 14.69 |
| 05220 - Motor Vehicle Mechanic Helper | 10.67 |
| 05250 - Motor Vehicle Upholstery Worker | 12.34 |
| 05280 - Motor Vehicle Wrecker | 13.06 |
| 05310 - Painter, Automotive | 13.95 |
| 05340 - Radiator Repair Specialist | 14.17 |
| 05370 - Tire Repairer | 10.02 |
| 05400 - Transmission Repair Specialist | 14.69 |
| 07000 - Food Preparation and Service Occupations | |
| (not set) - Food Service Worker | 7.95 |
| 07010 - Baker | 10.33 |
| 07041 - Cook I | 7.80 |
| 07042 - Cook II | 9.05 |
| 07070 - Dishwasher | 7.20 |
| 07130 - Meat Cutter | 12.63 |
| 07250 - Waiter/Waitress | 7.64 |
| 09000 - Furniture Maintenance and Repair Occupations | |
| 09010 - Electrostatic Spray Painter | 12.32 |
| 09040 - Furniture Handler | 10.87 |

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|---|-------|
| 09070 - Furniture Refinisher | 12.32 |
| 09100 - Furniture Refinisher Helper | 10.87 |
| 09110 - Furniture Repairer, Minor | 10.90 |
| 09130 - Upholsterer | 12.32 |
| 11030 - General Services and Support Occupations | |
| 11030 - Cleaner, Vehicles | 7.89 |
| 11060 - Elevator Operator | 8.46 |
| 11090 - Gardener | 11.27 |
| 11121 - House Keeping Aid I | 7.96 |
| 11122 - House Keeping Aid II | 8.48 |
| 11150 - Janitor | 8.81 |
| 11210 - Laborer, Grounds Maintenance | 9.54 |
| 11240 - Maid or Houseman | 7.46 |
| 11270 - Pest Controller | 12.50 |
| 11300 - Refuse Collector | 12.20 |
| 11330 - Tractor Operator | 12.53 |
| 11360 - Window Cleaner | 9.29 |
| 12000 - Health Occupations | |
| 12020 - Dental Assistant | 12.92 |
| 12040 - Emergency Medical Technician (EMT)/Paramedic/Ambulance Driver | 11.94 |
| 12071 - Licensed Practical Nurse I | 11.40 |
| 12072 - Licensed Practical Nurse II | 12.77 |
| 12073 - Licensed Practical Nurse III | 14.29 |
| 12100 - Medical Assistant | 10.86 |
| 12130 - Medical Laboratory Technician | 15.05 |
| 12160 - Medical Record Clerk | 11.24 |
| 12190 - Medical Record Technician | 13.54 |
| 12221 - Nursing Assistant I | 8.73 |
| 12222 - Nursing Assistant II | 9.82 |
| 12223 - Nursing Assistant III | 10.71 |
| 12224 - Nursing Assistant IV | 12.01 |
| 12250 - Pharmacy Technician | 12.19 |
| 12280 - Phlebotomist | 12.94 |
| 12311 - Registered Nurse I | 19.43 |
| 12312 - Registered Nurse II | 22.14 |
| 12313 - Registered Nurse II, Specialist | 22.14 |
| 12314 - Registered Nurse III | 26.37 |
| 12315 - Registered Nurse III, Anesthetist | 47.38 |
| 12316 - Registered Nurse IV | 29.53 |
| 13000 - Information and Arts Occupations | |
| 13002 - Audiovisual Librarian | 17.79 |
| 13011 - Exhibits Specialist I | 12.41 |
| 13012 - Exhibits Specialist II | 15.85 |
| 13013 - Exhibits Specialist III | 18.81 |
| 13041 - Illustrator I | 12.41 |
| 13042 - Illustrator II | 15.38 |
| 13043 - Illustrator III | 18.81 |
| 13047 - Librarian | 17.05 |
| 13050 - Library Technician | 10.47 |
| 13071 - Photographer I | 11.51 |
| 13072 - Photographer II | 14.71 |
| 13073 - Photographer III | 16.49 |
| 13074 - Photographer IV | 20.27 |
| 13075 - Photographer V | 24.92 |
| 15000 - Laundry, Dry Cleaning, Pressing and Related Occupations | |
| 15010 - Assembler | 7.12 |
| 15030 - Counter Attendant | 7.12 |

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| 15040 - Dry Cleaner | 8.36 |
| 15070 - Finisher, Flatwork, Machine | 7.12 |
| 15090 - Presser, Hand | 7.12 |
| 15100 - Presser, Machine, Drycleaning | 7.12 |
| 15130 - Presser, Machine, Shirts | 7.12 |
| 15160 - Presser, Machine, Wearing Apparel, Laundry | 7.12 |
| 15190 - Sewing Machine Operator | 8.90 |
| 15220 - Tailor | 9.48 |
| 15250 - Washer, Machine | 7.46 |
| 19000 - Machine Tool Operation and Repair Occupations | |
| 19010 - Machine-Tool Operator (Toolroom) | 12.32 |
| 19040 - Tool and Die Maker | 18.45 |
| 21000 - Material Handling and Packing Occupations | |
| 21010 - Fuel Distribution System Operator | 14.10 |
| 21020 - Material Coordinator | 16.64 |
| 21030 - Material Expediter | 16.64 |
| 21040 - Material Handling Laborer | 10.54 |
| 21050 - Order Filler | 10.95 |
| 21071 - Forklift Operator | 11.89 |
| 21080 - Production Line Worker (Food Processing) | 11.89 |
| 21100 - Shipping/Receiving Clerk | 10.86 |
| 21130 - Shipping Packer | 11.55 |
| 21140 - Store Worker I | 9.04 |
| 21150 - Stock Clerk (Shelf Stocker; Store Worker II) | 12.55 |
| 21210 - Tools and Parts Attendant | 11.89 |
| 21400 - Warehouse Specialist | 11.89 |
| 23000 - Mechanics and Maintenance and Repair Occupations | |
| 23010 - Aircraft Mechanic | 18.70 |
| 23040 - Aircraft Mechanic Helper | 12.63 |
| 23050 - Aircraft Quality Control Inspector | 20.14 |
| 23060 - Aircraft Servicer | 15.40 |
| 23070 - Aircraft Worker | 16.30 |
| 23100 - Appliance Mechanic | 13.55 |
| 23120 - Bicycle Repairer | 9.30 |
| 23125 - Cable Splicer | 19.84 |
| 23130 - Carpenter, Maintenance | 13.76 |
| 23140 - Carpet Layer | 14.70 |
| 23160 - Electrician, Maintenance | 18.82 |
| 23181 - Electronics Technician, Maintenance I | 16.76 |
| 23182 - Electronics Technician, Maintenance II | 22.00 |
| 23183 - Electronics Technician, Maintenance III | 26.06 |
| 23260 - Fabric Worker | 14.67 |
| 23290 - Fire Alarm System Mechanic | 15.70 |
| 23310 - Fire Extinguisher Repairer | 13.58 |
| 23340 - Fuel Distribution System Mechanic | 17.27 |
| 23370 - General Maintenance Worker | 14.03 |
| 23400 - Heating, Refrigeration and Air Conditioning Mechanic | 16.05 |
| 23430 - Heavy Equipment Mechanic | 15.97 |
| 23440 - Heavy Equipment Operator | 15.90 |
| 23460 - Instrument Mechanic | 17.86 |
| 23470 - Laborer | 10.54 |
| 23500 - Locksmith | 15.90 |
| 23530 - Machinery Maintenance Mechanic | 17.55 |
| 23550 - Machinist, Maintenance | 14.92 |
| 23580 - Maintenance Trades Helper | 10.91 |
| 23640 - Millwright | 18.99 |
| 23700 - Office Appliance Repairer | 16.60 |

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| 23740 - Painter, Aircraft | 14.91 |
| 23760 - Painter, Maintenance | 14.60 |
| 23790 - Pipefitter, Maintenance | 21.17 |
| 23800 - Plumber, Maintenance | 19.04 |
| 23820 - Pneudraulic Systems Mechanic | 17.27 |
| 23850 - Rigger | 17.55 |
| 23870 - Scale Mechanic | 15.36 |
| 23890 - Sheet-Metal Worker, Maintenance | 15.39 |
| 23910 - Small Engine Mechanic | 11.80 |
| 23930 - Telecommunication Mechanic I | 17.78 |
| 23931 - Telecommunication Mechanic II | 20.32 |
| 23950 - Telephone Lineman | 17.78 |
| 23960 - Welder, Combination, Maintenance | 13.96 |
| 23965 - Well Driller | 18.05 |
| 23970 - Woodcraft Worker | 17.55 |
| 23980 - Woodworker | 12.48 |
| 24000 - Personal Needs Occupations | |
| 24570 - Child Care Attendant | 7.62 |
| 24580 - Child Care Center Clerk | 11.91 |
| 24600 - Chore Aid | 7.71 |
| 24630 - Homemaker | 8.08 |
| 25000 - Plant and System Operation Occupations | |
| 25010 - Boiler Tender | 17.07 |
| 25040 - Sewage Plant Operator | 14.90 |
| 25070 - Stationary Engineer | 17.07 |
| 25190 - Ventilation Equipment Tender | 12.63 |
| 25210 - Water Treatment Plant Operator | 14.90 |
| 27000 - Protective Service Occupations | |
| (not set) - Police Officer | 21.40 |
| 27004 - Alarm Monitor | 12.39 |
| 27006 - Corrections Officer | 18.00 |
| 27010 - Court Security Officer | 19.14 |
| 27040 - Detention Officer | 18.00 |
| 27070 - Firefighter | 18.02 |
| 27101 - Guard I | 9.84 |
| 27102 - Guard II | 13.71 |
| 28000 - Stevedoring/Longshoremen Occupations | |
| 28010 - Blocker and Bracer | 14.93 |
| 28020 - Hatch Tender | 14.93 |
| 28030 - Line Handler | 14.93 |
| 28040 - Stevedore I | 13.53 |
| 28050 - Stevedore II | 16.28 |
| 29000 - Technical Occupations | |
| 21150 - Graphic Artist | 15.76 |
| 29010 - Air Traffic Control Specialist, Center (2) | 29.93 |
| 29011 - Air Traffic Control Specialist, Station (2) | 20.63 |
| 29012 - Air Traffic Control Specialist, Terminal (2) | 22.72 |
| 29023 - Archeological Technician I | 14.07 |
| 29024 - Archeological Technician II | 15.74 |
| 29025 - Archeological Technician III | 19.51 |
| 29030 - Cartographic Technician | 16.29 |
| 29035 - Computer Based Training (CBT) Specialist/ Instructor | 20.12 |
| 29040 - Civil Engineering Technician | 16.74 |
| 29061 - Drafter I | 14.94 |
| 29062 - Drafter II | 16.26 |
| 29063 - Drafter III | 20.76 |
| 29064 - Drafter IV | 23.22 |

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|---|-------|
| 29081 - Engineering Technician I | 13.25 |
| 29082 - Engineering Technician II | 14.44 |
| 29083 - Engineering Technician III | 18.43 |
| 29084 - Engineering Technician IV | 20.66 |
| 29085 - Engineering Technician V | 24.25 |
| 29086 - Engineering Technician VI | 25.57 |
| 29090 - Environmental Technician | 21.18 |
| 29100 - Flight Simulator/Instructor (Pilot) | 23.00 |
| 29160 - Instructor | 20.84 |
| 29210 - Laboratory Technician | 15.80 |
| 29240 - Mathematical Technician | 22.25 |
| 29361 - Paralegal/Legal Assistant I | 13.30 |
| 29362 - Paralegal/Legal Assistant II | 15.58 |
| 29363 - Paralegal/Legal Assistant III | 18.09 |
| 29364 - Paralegal/Legal Assistant IV | 23.05 |
| 29390 - Photooptics Technician | 23.22 |
| 29480 - Technical Writer | 21.81 |
| 29491 - Unexploded Ordnance (UXO) Technician I | 19.02 |
| 29492 - Unexploded Ordnance (UXO) Technician II | 23.01 |
| 29493 - Unexploded Ordnance (UXO) Technician III | 27.58 |
| 29494 - Unexploded (UXO) Safety Escort | 19.02 |
| 29495 - Unexploded (UXO) Sweep Personnel | 19.02 |
| 29620 - Weather Observer, Senior (3) | 19.81 |
| 29621 - Weather Observer, Combined Upper Air and Surface Programs (3) | 16.21 |
| 29622 - Weather Observer, Upper Air (3) | 16.21 |
| 31000 - Transportation/ Mobile Equipment Operation Occupations | |
| 31030 - Bus Driver | 11.22 |
| 31260 - Parking and Lot Attendant | 7.62 |
| 31290 - Shuttle Bus Driver | 10.96 |
| 31300 - Taxi Driver | 8.54 |
| 31361 - Truckdriver, Light Truck | 11.47 |
| 31362 - Truckdriver, Medium Truck | 12.56 |
| 31363 - Truckdriver, Heavy Truck | 14.84 |
| 31364 - Truckdriver, Tractor-Trailer | 14.84 |
| 99000 - Miscellaneous Occupations | |
| 99020 - Animal Caretaker | 8.63 |
| 99030 - Cashier | 7.81 |
| 99041 - Carnival Equipment Operator | 8.84 |
| 99042 - Carnival Equipment Repairer | 10.68 |
| 99043 - Carnival Worker | 7.49 |
| 99050 - Desk Clerk | 7.62 |
| 99095 - Embalmer | 19.02 |
| 99300 - Lifeguard | 9.99 |
| 99310 - Mortician | 22.81 |
| 99350 - Park Attendant (Aide) | 12.55 |
| 99400 - Photofinishing Worker (Photo Lab Tech., Darkroom Tech) | 9.99 |
| 99500 - Recreation Specialist | 11.95 |
| 99510 - Recycling Worker | 12.37 |
| 99610 - Sales Clerk | 10.03 |
| 99620 - School Crossing Guard (Crosswalk Attendant) | 9.96 |
| 99630 - Sport Official | 9.99 |
| 99658 - Survey Party Chief (Chief of Party) | 16.62 |
| 99659 - Surveying Technician (Instr. Person/Surveyor Asst./Instr.) | 15.11 |
| 99660 - Surveying Aide | 11.26 |
| 99690 - Swimming Pool Operator | 11.70 |
| 99720 - Vending Machine Attendant | 10.47 |
| 99730 - Vending Machine Repairer | 13.46 |

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$2.36 an hour or \$94.40 a week or \$409.07 a month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE PARENTHESES AFTER THEM RECEIVE THE FOLLOWING BENEFITS (as numbered):

1) Does not apply to employees employed in a bona fide executive, administrative, or professional capacity as defined and delineated in 29 CFR 541. (See CFR 4.156)

2) APPLICABLE TO AIR TRAFFIC CONTROLLERS ONLY - NIGHT DIFFERENTIAL: An employee is entitled to pay for all work performed between the hours of 6:00 P.M. and 6:00 A.M. at the rate of basic pay plus a night pay differential amounting to 10 percent of the rate of basic pay.

3) WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an

adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

**** NOTES APPLYING TO THIS WAGE DETERMINATION ****

Source of Occupational Title and Descriptions:

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations," Fourth Edition, January 1993, as amended by the Third Supplement, dated March 1997, unless otherwise indicated. This publication may be obtained from the Superintendent of Documents, at 202-783-3238, or by writing to the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. Copies of specific job descriptions may also be obtained from the appropriate contracting officer.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE {Standard Form 1444 (SF 1444)}

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C)(vi)} When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation) and computes a proposed rate).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title), a Federal grade equivalency (FGE) for each proposed classification), job description), and rationale for proposed wage rate), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or

notifies the contracting officer that additional time will be required to process the request.

5) The contracting officer transmits the Wage and Hour decision to the contractor.

6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination.

Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.

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Site Plan - Noxious Weed Spraying/Removal Locations
Smelterville & Kellogg, Idaho

- Known Locations of Weed Colonies:
A. Toad Flax & Knapweed
B. Hawkweed
C. Hawkweed & Toad Flax
D. Toad Flax
E. Hawkweed & Toad Flax
F-K. Hawkweed

0 600 1200
APPROXIMATE SCALE IN FEET

